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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MONTEREY**

10
11 JOAN SASSMAN, individually and on behalf
of all others similarly situated,

12
13 Plaintiff,

14 vs.

15 GATEWAY CENTER OF MONTEREY
16 COUNTY, INC.; and DOES 1 through 20,
inclusive,

17 Defendants.
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Case No. 24CV004718

Assigned for all purposes to:
Hon. Ian A. Rivamonte
Dept. 14

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AS
REVISED AND ATTACHED HERETO
AS EXHIBIT 1**

1 **WHEREAS**, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 **WHEREAS**, Plaintiff Joan Sassman (“Plaintiff”), individually and on behalf of all others
4 similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class Action and
6 PAGA Settlement Agreement (“the “Settlement” or “Agreement”) entered into by Plaintiff and
7 Defendant Gateway Center of Monterey County, Inc (“Defendant”) which sets forth the terms and
8 conditions for a proposed settlement upon the terms and conditions set forth therein (Plaintiff and
9 Defendant shall be collectively referred to herein as the “Parties”); and

10 **WHEREAS**, the Court has read and considered Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 **WHEREAS**, the Court issued a tentative ruling for the hearing on April 3, 2026, on
13 Plaintiff’s Motion, granting preliminary approval subject to specified revisions to the Settlement
14 Agreement and Class Notice as follows:

15 On the motion of Plaintiff Joan Sassman ("Plaintiff") for Preliminary
16 Approval of the Class Action and Private Attorneys General Act ("PAGA")
17 settlement, the motion is **GRANTED**, subject to the revisions below. The case
18 is set for a Motion for Final Approval of the Class Action Settlement on
19 October 16, 2025, at 8:30 a.m., unless the parties stipulate to a different date.
20 Any supplemental papers addressing the revisions below shall be filed and
21 served 14 days before the hearing.

22 Preliminarily, it appears that the settlement between Plaintiff and
23 Defendant Gateway Center of Monterey County, Inc. ("Defendant") is
24 fundamentally fair, adequate, and reasonable. [*Dunk v. Ford Motor Co.* (1996)
25 48 Cal.App.4th 1794, 1801-1802.] Plaintiff has made a sufficient showing for a
26 preliminary approval of the settlement. However, as explained in more detail
27 below, the Court requires revisions to the Class Action and PAGA Settlement
28 Agreement (the "Settlement Agreement") and Class Notice.

Revisionary Provision. Under the Settlement Agreement, the
Settlement Administrator shall send funds from "uncashed and cancelled"
checks to the California Controller's Unclaimed Property Fund in the name of
the Class Member. [Settlement Agreement, Exh. 1 to Bell Decl. at ¶ 4.3.3.]
However, Code of Civil Procedure section 384 requires that any "unclaimed or
abandoned class member funds" be directed to "nonprofit organizations or
foundations to support projects that will benefit the class or similarly situated
persons, or that promote the law consistent with the objectives and purposes of
the underlying cause of action, to child advocacy programs or to nonprofit
organizations providing civil legal services to the indigent." [Code Civ. Proc. §

1 384, subd. (b).] Therefore, the parties must meet, confer, and ideally agree on
2 an appropriate *cy pres* beneficiary. After identifying the beneficiary, Plaintiff
3 must update the Settlement Agreement and Class Notice to (1) remove all
4 references to transferring uncashed class member or PAGA checks to the
5 California Controller's Unclaimed Property Fund, and (2) specify that the
6 distribution will instead go to the chosen *cy pres* beneficiary. [See, e.g., *id.* at ¶
7.4.2 and attached Exh. A at ¶¶ 3E and 10.] The parties may also, but are not
required to, do the same for abandoned or unclaimed PAGA distributions.
Plaintiff shall submit the amended Settlement Agreement and Class Notice in
accordance with this Tentative Ruling for the Court's review.

Class Notice in Spanish. A settlement notice meets due process
requirements if it is "reasonably calculated, under all the circumstances, to
apprise interested parties of the pendency of the action and affords them an
opportunity to present their objections." [*Martorana v. Marlin & Salcman*
(2009) 175 Cal.App.4th 685, 694-695.] "[P]rovided that the settlement notice
satisfies due process, the trial court ha[s] broad discretion to determine the
specific form and content of the notice and to decide whether notice by first
class mail, without any further follow-up by [class counsel], [i]s legally
sufficient." [*Ibid.*] Here, the Settlement Agreement states that the Class Notice
shall be mailed to Class Members "in English with a Spanish in the form,
without material variation, attached as Exhibit A and incorporated by
reference..." [Settlement Agreement, Exh. 1 to Bell Decl. at ¶1.11 and
attached Exh. A.] However, only the English version of the Class Notice
accompanies the motion and the draft Settlement Agreement. [*Ibid.*] The Court
expects that a Spanish version of the Class Notice will be disseminated to
Class Members as the Settlement Agreement requires. Plaintiff shall provide a
copy of the Spanish Class Notice to the Court before the continued hearing.

**Notice of Defendant's Right to Rescind and Terminate the
Settlement.** The Settlement Agreement details the Defendant's right to
withdraw or rescind the settlement if either "(1) the number of valid Requests
for Exclusion identified in the Exclusion List exceeds 10% of all Class
Members; or (2) a number of Settlement Class Members whose workweeks
amount to 10% or more of the total Workweeks worked by the Class, elect not
to participate in the settlement." [Settlement Agreement, Exh. 1 to Bell Decl.
at, ¶ 9.] However, the Class Notice does not mention the Defendant's right to
withdraw or rescind. [Settlement Agreement, Exh. 1 to Bell Decl. at ¶ 1.11 and
attached Exh. A, *passim.*] The parties shall amend the Class Notice to inform
potential Class Members of the Defendant's right to withdraw or rescind as
outlined in Paragraph 9 of the Settlement Agreement.

Representative Service Fee. Plaintiff requests a \$10,000 enhancement
award. She affirms her active involvement in this case by providing extensive
supporting documents and assisting counsel in developing information for
litigation and settlement, resulting in a favorable outcome for the Class
Members. [Plaintiffs Deel. at,ii 5-9.] The requested \$10,000 exceeds the typical
\$5,000 enhancement award granted in Monterey County. Although the total
recovery amount has not been disclosed, the amount requested equals roughly
2.5% of the Gross Non-Reversionary Settlement Amount and 4.9% of the Net
Settlement Amount. [See, e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los*

1 *Angeles* (2010) 186 Cal.App.4th 399, 412 (noting that awards 30 or 44 times
2 larger than typical recovery are an abuse of discretion).] The Court will not
3 decide on this request now and will consider it further during final settlement
4 approval.

5 **WHEREAS**, all revisions required by the Court’s April 3, 2026 tentative ruling have been
6 fully incorporated into the Amended Settlement Agreement attached hereto as Exhibit 1, as
7 detailed below:

- 8 • All references to the California Controller’s Unclaimed Property Fund have been removed
9 [Amended Settlement Agreement, § 4.3.3 and Amended Class Notice ¶¶ 3E, 10].
- 10 • The Settlement Agreement now provides that uncashed or unclaimed settlement funds will
11 be distributed to Legal Aid at Work, the agreed-upon *cy pres* beneficiary consistent with
12 CCP § 384 [Amended Settlement Agreement, § 4.3.3 and Amended Class Notice ¶ 3E].
- 13 • A complete Spanish translation of the Class Notice has been prepared and will be
14 disseminated alongside the English version, both of which are included Exhibit A to the
15 Amended Settlement Agreement, attached hereto.
- 16 • The Class Notice has been amended to include an express disclosure of Defendant’s right
17 to rescind the Settlement [Amended Class Notice ¶ 6].

18 **WHEREAS**, the Court has examined the Amened Class Settlement and Amended Class
19 Notice attached hereto as Exhibit A and confirmed all revisions required by the Court’s April 3,
20 2026 tentative ruling have been made.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
22 **THAT:**

- 23 1. This Order incorporates by reference the definitions in the Amended Settlement
24 attached as Exhibit 1 to this Order and all terms defined therein shall have the same meaning in this
25 Order.
- 26 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate
27 and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate
28 and reasonable when balanced against the probable outcome of further litigation relating to liability
and damages issues; (c) sufficient investigation and research have been conducted such that

1 counsel for the Parties at this time are able to reasonably evaluate their respective positions;
2 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
3 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
4 been reached as the result of non-collusive, arms-length negotiations.

5 3. With respect to the Class and for purposes of proceeding pursuant to California Code
6 of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis
7 that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is
8 impracticable; (b) there are questions of law and fact common to the Class that predominate over
9 any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of the
10 Class' claims; (d) class certification is a superior method for implementing the Settlement and
11 adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and
12 adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for
13 the Class.

14 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
15 conditionally certifies the class for settlement purposes only. The Class is defined as all persons
16 currently or formerly employed by Defendant as a non-exempt employee in California at any time
17 during the Class Period. The Class Period is defined as November 8, 2020 to September 15, 2025

18 5. Plaintiff Joan Sassman is hereby preliminarily appointed and designated, for all
19 purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby
20 preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is
21 authorized to act on behalf of the Class Members with respect to all acts or consents required by, or
22 which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
23 consummate the Settlement. Any Class Member may enter an appearance either personally or
24 through counsel of such individual's own choosing and at such individual's own expense. Any Class
25 Member who does not enter an appearance or appear on his or her own will be represented by Class
26 Counsel.

27 6. Should, for whatever reason, the Settlement not become final, the fact that the Parties
28 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing

1 on, nor be admissible in connection with, the issue of whether a class should be certified in a non-
2 settlement context.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,
5 subject to modification at final approval.

6 8. The Court hereby preliminarily approves the Gross Settlement Amount of
7 \$375,000.00, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount
8 (currently \$125,000.00), Class Counsel litigation expenses not to exceed \$20,000.00, PAGA
9 penalties in the amount of \$10,000.00, and costs of administration not to exceed \$8,490.00, subject
10 to final approval.

11 9. Plaintiff requests a \$10,000 enhancement award. She affirms her active involvement
12 in this case by providing extensive supporting documents and assisting counsel in developing
13 information for litigation and settlement, resulting in a favorable outcome for the Class Members.
14 [Plaintiffs Decl. at ¶ 5-9.] The requested \$10,000 exceeds the typical \$5,000 enhancement award
15 granted in Monterey County. Although the total recovery amount has not been disclosed, the amount
16 requested equals roughly 2.5% of the Gross Non-Reversionary Settlement Amount and 4.9% of the
17 Net Settlement Amount. [See, e.g., *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
18 Cal.App.4th 399,412 (noting that awards 30 or 44 times larger than typical recovery are an abuse of
19 discretion).] The Court will not decide on this request now and will consider it further during final
20 settlement approval.

21 10. The Court hereby approves, as to form and content, the Class Notice, to be distributed
22 to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner
23 and form set forth in the Settlement and this Order, meets the requirements of due process, is the
24 best notice practicable under the circumstances, and shall constitute due and sufficient notice to all
25 persons entitled thereto.

26 11. The Court hereby appoints Apex Class Action Settlement Administrator as
27 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
28 mailed to Class Members the Class Notice using the procedures set forth in the Settlement

1 Agreement. Class Members who wish to participate in the settlement provided for by the Settlement
2 Agreement do not need to respond to the Class Notice.

3 12. Defendant shall deliver the Class Data to the Settlement Administrator within thirty
4 (30) days of this Order as provided in the Settlement. The Settlement Administrator shall mail the
5 Class Notice, in English and Spanish, within 14 days of receipt of the Class Data as provided in the
6 Settlement.

7 13. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from
8 the Gross Settlement Amount, including the cost of searching for Class Members' addresses as
9 provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to
10 \$8,490.00 as provided in the Settlement.

11 14. Any Class Member may choose to opt-out of and be excluded from the Class as
12 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the
13 Class will not be entitled to any recovery under the Settlement and will not be bound by the
14 Settlement or have any right to object, appeal or comment thereon. Class Members who have not
15 requested exclusion/opted-out shall be Participating Class Members and bound by all determinations
16 of the Court, the Settlement, and the Final Judgment.

17 15. A Final Fairness and Approval Hearing shall be held before this Court on
18 **October 16, 2026, at 8:30 a.m.** in Department 14 of the Superior Court of California, County of
19 Monterey, located at 1200 Aguajito Road Monterey, CA 93940. All papers in support of final
20 approval and related awards for fees, costs, and Plaintiff's service award must be filed and served at
21 least 14 court days before the final approval hearing.

22 16. Any Participating Class Member must object to the Settlement by following the
23 instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the
24 Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the
25 consideration and admissibility of any objections. Any Participating Class Member who objects to
26 the Settlement shall be bound by the order of the Court.

27 17. The Settlement is not a concession or admission, and shall not be used against the
28 Released Parties, as an admission or indication with respect to any claim of any fault or omission by


1 the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor
2 any document, statement, proceeding or conduct related to the Settlement, nor any reports or
3 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
4 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of
5 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action
6 or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

7 18. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
8 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
9 are hereby stayed.

10 19. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
11 of the Class Members for all matters relating to this Action, and this Settlement, including (without
12 limitation) all matters relating to the administration, interpretation, effectuation, and/or
13 enforcement of this Settlement and this Order.

14 20. The Court reserves the right to adjourn or continue the date of any hearing and all
15 dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction
16 to consider all further applications arising out of or connected with the proposed Settlement.

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18
19 DATED: June 1, 2026



Honorable Hon. Ian A. Rivamonte
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Joan Sassman (“Plaintiff”) and defendant Gateway Center of Monterey County, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Joan Sassman v. Gateway Center of Monterey County, Inc.* initiated on November 8, 2024 and pending in Superior Court of the State of California, County of Monterey.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendant as a non-exempt employee in California at any time during the PAGA Period.
- 1.5. “Class” means all persons currently or formerly employed by Defendant as a non-exempt employee in California at any time during the Class Period.
- 1.6. “Class Counsel” means Aegis Law Firm, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class

Members.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from **November 8, 2020 to September 15, 2025.**
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Monterey.
- 1.16. “Defendant” means named Defendant Gateway Center of Monterey County, Inc.
- 1.17. “Defense Counsel” means Kaufman Dolowich LLP
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means **\$375,000.00** which is the total amount Defendant agrees to pay under the Settlement except as provided for herein. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from **September 4, 2023 to September 15, 2025.**
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s November 8, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to the LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36. “Plaintiff” means Joan Sassman, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. **“Released Parties” means:** Defendant and each of its former and present directors, officers, shareholders, owners, members, managers, agents, operators, consultants, employees, joint venturers, partners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parent companies, and affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On November 8, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of Business and Professions Code §§ 17200, *et seq.* On April 8, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action against Defendant for Enforcement of Labor Code § 2698 *et seq.* (“PAGA”). The First Amended Complaint is the operative complaint in the Action (the “Operative

Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On August 13, 2025, the Parties participated in an all-day mediation presided over by Lonnie Giamela which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained through informal discovery, Plaintiff’s employment file, timekeeping records, pay records, and policy documents. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. **Gross Settlement Amount.** Except as otherwise provided for herein, Defendant promises to pay **\$375,000.00** and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. **To Plaintiff:** A Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement

Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$125,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$2,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. For tax purposes, the Individual PAGA Payments are counted as 100% penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of Plaintiff's employment that occurred prior to the date of execution of this agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. **PLAINTIFF'S WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542.**
FOR PURPOSES OF PLAINTIFF'S RELEASE, PLAINTIFF EXPRESSLY WAIVES AND RELINQUISHES THE PROVISIONS, RIGHTS, AND BENEFITS, IF ANY, OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2. Release by Participating Class Members:
All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which arose during the Class Period. Except as set forth in the Aggrieved Employees PAGA Release, provided for herein, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,

workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Aggrieved Employees' PAGA Release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice, which arose during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

Regulation section 468B-1.

7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Aggrieved Employees are deemed to release the Released PAGA Claims and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

(“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that, as of the date of mediation, there were 14,835 Total Workweeks during the Class Period. If the number of Total Workweeks during the Class Period exceeds 14,835 by more than 10% (16,319 workweeks), Defendant may either: (1) elect to increase the Gross

Settlement Amount on a pro rata basis for each workweek in excess of 16,319; or (2) end the Class Period on the date the number of workweeks exceeds 14,835 with the GSA remaining the same.

9. DEFENDANT’S RIGHT TO WITHDRAW. If either: (1) the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members; or (2) a number of Settlement Class Members whose workweeks amount to 10% or more of the total Workweeks worked by the Class, elect not to participate in the settlement, then Defendant may, but is not obligated to, rescind the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are

permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon the written request of Defendant, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this

Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
Carolyn M. Bell
cbell@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant:

Kaufman Dolowich LLP
Christine Starkie
cstarkie@kaufmandolowich.com
425 California Street, Suite 2100
San Francisco, CA 94104

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

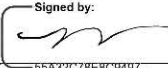
12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.20. Continuing Jurisdiction. Pursuant to California Code of Civil Procedure § 664.6 and rule 3.769(h) of the California Rules of Court, the Court shall retain continuing

jurisdiction over the Action and the Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

Date: 5/13/2026 | 11:44 AM PDT

PLAINTIFF JOAN SASSMAN

Signed by: 

55A32C78E8C9497...
Joan Sassman

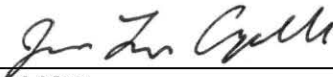
Date: _____

DEFENDANT GATEWAY CENTER OF
MONTEREY COUNTY, INC.

By: _____

Date: May 13, 2026

AEGIS LAW FIRM, PC



Kashif Haque
Jessica Campbell
Attorneys for Plaintiff

Date: _____

KAUFMAN DOLOWICH, LLP

Christine Starkie
Attorneys for Defendant

jurisdiction over the Action and the Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.


Date: _____

PLAINTIFF JOAN SASSMAN

Joan Sassman

Date: 5/18/2026

DEFENDANT GATEWAY CENTER OF
MONTEREY COUNTY, INC.


Signed by:


BB8C4B35E4594F7

By: Mike Gonzalez

Date: May 13, 2026


AEGIS LAW FIRM, PC



Kashif Haque
Jessica Campbell
Attorneys for Plaintiff

Date: May 18, 2026

KAUFMAN DOLOWICH, LLP



Christine Starkie
Attorneys for Defendant

Exhibit A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Joan Sassman v. Gateway Center of Monterey County, Inc.
Monterey County Superior Court, Case No. 24CV004718

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Gateway Center of Monterey County, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee, Joan Sassman (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (November 8, 2020 to September 15, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (September 4, 2023 to September 15, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or</p>

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action from Aegis Law Firm, PC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering

the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Defendant Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$125,000.00 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- iii. Up to \$8,490.00 to the Administrator for services administering the Settlement.
- iv. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating

Class Members based on their Class Period Workweeks.

- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to e.g., interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to a charity called Legal Aid at Work.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against

Defendant.

- H. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which arose during the Class Period. Except as set forth in the Aggrieved Employees’ PAGA Release which is included in the Settlement Agreement and below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice, which arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this

Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sassman v. Gateway* and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

DEFENDANT'S RIGHT TO WITHDRAW. If either: (1) the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members; or (2) a number of Settlement Class Members whose workweeks amount to 10% or more of the total Workweeks worked by the Class, elect not to participate in the settlement, then Defendant may, but is not obligated to, rescind the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment; (ii) the amount Class Counsel is requesting as a Class Counsel Fees Payment; and (iii) the amount Class Counsel is requesting for the Litigation Expenses Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection.

Make sure you identify the Action *Sassman v. Gateway* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 14 of the Monterey County Superior Court, located 1200 Aguajito Road Monterey, CA 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 24CV004718.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Carolyn M. Bell

Email Address: cbell@aegislawfirm.com

Name of Firm: Aegis Law Firm, PC

Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine CA 92618

Telephone: (949) 379-6250

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Joan Sassman v. Gateway Center of Monterey County, Inc.
Monterey County Superior Court, Case No. 24CV004718

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Gateway Center of Monterey County, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee, Joan Sassman (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (November 8, 2020 to September 15, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (September 4, 2023 to September 15, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED].** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

<p>You Can Participate in the [REDACTED] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action from Aegis Law Firm, PC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendant Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$125,000.00 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$8,490.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to e.g., interest, etc. (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to a charity called Legal Aid at Work.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which arose during the Class Period. Except as set forth in the Aggrieved Employees' PAGA Release which is included in the Settlement Agreement and below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice, which arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). **Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Sassman v. Gateway* and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

DEFENDANT'S RIGHT TO WITHDRAW. If either: (1) the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members; or (2) a number of Settlement Class Members whose workweeks amount to 10% or more of the total Workweeks worked by the Class, elect not to participate in the settlement, then Defendant may, but is not obligated to, rescind the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting as a Class Representative Service Payment; (ii) the amount Class Counsel is requesting as a Class Counsel Fees Payment; and (iii) the amount Class Counsel is requesting for the Litigation Expenses Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] (url) or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Sassman v. Gateway* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] (time) in Department 14 of the Monterey County Superior Court, located 1200 Aguajito Road Monterey, CA 93940. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator’s website at [\(url\)](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 24CV004718.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

<p>Class Counsel: Name of Attorney: Kashif Haque, Samuel Wong, Jessica L. Campbell, and Carolyn M. Bell Email Address: cbell@aegislawfirm.com Name of Firm: Aegis Law Firm, PC Mailing Address: 9811 Irvine Center Drive, Suite 100, Irvine CA 92618 Telephone: (949) 379-6250</p>	<p>Settlement Administrator: Name of Company: Apex Class Action, LLC Email Address: support@apexclassaction.com Mailing Address: PO Box 54668 Irvine, CA 92619 Telephone: 1-800-355-0700 Fax Number: (949) 989-4428</p>
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y
FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL**

Joan Sassman v. Gateway Center of Monterey County, Inc.
Tribunal Superior del Condado de Monterey, Número de Caso: 24CV004718

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!
No se trata de correo basura, spam, publicidad ni solicitud de un abogado. Esto no es una demanda.

Usted podría ser elegible para recibir una compensación de una demanda colectiva y representativa de empleados (“Demanda”) contra Gateway Center of Monterey County, Inc. (“Demandado” se utiliza aquí como un marcador de posición) por presuntas violaciones de salarios y horas de trabajo. La Demanda fue presentada por una empleada, Joan Sassman (“Demandante”), y busca el pago de (1) salarios atrasados y otras compensaciones para una clase de empleados por hora (“Miembros de Clase”) que trabajaron para el Demandado durante el Período de Clase (del 8 de noviembre de 2020 al 15 de septiembre de 2025); y (2) sanciones bajo la Ley de Acción Privada del Fiscal General de California (“PAGA”) para todos los empleados remunerados por hora que trabajaron para el Demandado durante el Período de PAGA (del 4 de septiembre de 2023 al 15 de septiembre de 2025) (“Empleados Agraviados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que exige al Demandado financiar los Pagos Individuales de PAGA, así como el pago de sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros del Demandado y las suposiciones actuales de las Partes, **su Pago Individual de Clase se estima en \$ [REDACTED] (menos retención) y su Pago Individual de PAGA se estima en \$ [REDACTED]**. Es probable que la cantidad real que reciba varíe y dependa de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, según los registros del Demandado, usted no tiene derecho a dicho pago en virtud del Acuerdo, ya que no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **trabajó [REDACTED] semanas laborales** durante el Período de Clase y **[REDACTED] semanas laborales** durante el Período de PAGA. Si considera que trabajó más semanas de las previstas en cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. Lea este Aviso detenidamente. Se considerará que usted lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte de este se pagará a la Demandante y a sus abogados (“Abogados de Clase”). El Tribunal también decidirá si dictará un fallo que obligue al Demandado a efectuar pagos en virtud del Acuerdo y que exija a los Miembros de Clase y a los Empleados Agraviados que renuncien a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas según el Acuerdo:

- (1) **No haga nada.** No es necesario que haga nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o uno de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a presentar reclamaciones salariales del Período de Clase y sanciones del Período de PAGA contra el Demandado.
- (2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) mediante una Solicitud de Exclusión o mediante notificación al Administrador por escrito. Si decide no participar en el Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, usted conservará su derecho a presentar personalmente reclamaciones salariales por el Período de Clase contra el Demandado y, si usted es un Empleado Agraviado, seguirá teniendo derecho a un Pago Individual de PAGA. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA.

El Demandado no tomará represalias contra usted por ninguna acción que usted emprenda respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a uno de PAGA (si corresponde). A cambio, usted renunciará a su derecho a presentar reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Puede optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo de PAGA. La fecha límite para excluirse es, a más tardar [REDACTED] el [REDACTED].	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por no participar en el Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, pasará a ser un Miembro de Clase No Participante y ya no podrá optar al Pago Individual de Clase. Los Miembros de Clase No Participante no podrán oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No se puede optar por no participar en la parte del Acuerdo propuesto relativa a la PAGA. El Demandado deberá realizar los Pagos Individuales de PAGA a todos los Empleados Agraviados, quienes deberán renunciar a su derecho a presentar Reclamaciones Exoneradas (definidas a continuación).
Los Miembros de Clase Participante pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo de PAGA.	Todos los Miembros de Clase que no opten por no participar ("Miembros de Clase Participante") pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprueba finalmente el Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de Clase y a la Demandante que interpuso la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de Clase ni a la Demandante, pero cada dólar que se les pague reduce la cantidad total pagada a los

<p>Las objeciones por escrito deben ser presentadas a más tardar el [redacted]</p>	<p>Miembros de Clase Participante. Puede oponerse a las cantidades solicitadas por los Abogados de Clase o por la Demandante en general si considera que resultan irrazonables. Consulte la Sección 7 de este Aviso.</p>
<p>Puede participar en la Audiencia de Aprobación Final del día [redacted]</p>	<p>La Audiencia de Aprobación Final del Tribunal está programada para el [redacted]. No es necesario que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participante podrán oponerse verbalmente al Acuerdo durante esta audiencia. Consulte la Sección 8 de este Aviso.</p>
<p>Puede impugnar el cálculo de sus Semanas laborales/Períodos de pago. Las impugnaciones por escrito deben ser presentadas a más tardar el [redacted]</p>	<p>La cantidad de su Pago Individual de Clase y de Pago de PAGA (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de Clase y de Períodos de Pago que trabajó al menos un día durante el Período de PAGA, respectivamente. El número de Semanas Laborales del Período de Clase y de Períodos de Pago del Período de PAGA que trabajó, según los registros del Demandado, se indica en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, debe impugnarlo a más tardar el [redacted]. Consulte la Sección 4 de este Aviso.</p>

1. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante es exempleada del Demandado. La Demanda acusa al Demandado de infringir las leyes laborales de California al no pagar las horas extras, el salario mínimo, los salarios adeudados al momento de la terminación del contrato y los gastos reembolsables, así como al no proporcionar períodos de comida, descansos y talones de pago detallados y precisos. Con base en las mismas alegaciones, la Demandante también ha presentado una reclamación por sanciones civiles bajo la Ley de Acción Privada del Fiscal General de California (Código Laboral, §§ 2698 y sig.) (“PAGA”). La Demandante está representada en la Demanda por abogados de la firma Aegis Law Firm, PC (“Abogados de Clase”).

El Demandado niega rotundamente haber infringido ley alguna o haber dejado de pagar salarios y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA CONCILIADO?

Hasta el momento, el Tribunal no ha determinado si el Demandado o la Demandante tiene razón respecto del fondo del asunto. Mientras tanto, la Demandante y el Demandado contrataron a un mediador neutral y con experiencia en un intento de resolver la Demanda mediante negociación para poner fin al caso por acuerdo (conciliar), en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron un éxito. Al firmar un extenso acuerdo de conciliación por escrito (“Acuerdo”) y acordar solicitar conjuntamente al Tribunal que dicte sentencia para poner fin a la Demanda y hacer cumplir el Acuerdo, la Demandante y el Demandado han negociado una propuesta de Acuerdo sujeta a la aprobación final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es una solución de compromiso para las reclamaciones en cuestión. Al conciliar, el Demandado no admite ninguna infracción ni reconoce la validez de ninguna de las reclamaciones. La Demandante y los Abogados de Clase creen firmemente que el Acuerdo es un buen trato para usted porque: (1) el Demandado ha accedido a pagar una cantidad justa, razonable y adecuada, considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio prolongado; y (2) el Acuerdo es en el mejor interés de los Miembros de Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

- A. El Demandado pagará \$375,000.00 como Monto Bruto del Acuerdo (Acuerdo Bruto). El Demandado ha accedido a depositar esta cantidad en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para realizar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicio del Representante de Clase, los honorarios y gastos de los Abogados de Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”). Si el Tribunal otorga la aprobación final, el Demandado deberá abonar el Acuerdo Bruto en un plazo no superior a 14 días a partir de la fecha en que la Sentencia dictada por el Tribunal sea firme. La Sentencia será firme en la fecha en que el Tribunal la dicte o en una fecha posterior si los Miembros de Clase Participante se oponen al Acuerdo propuesto o se apela la Sentencia.
- B. Deducciones aprobadas por el Tribunal sobre el Acuerdo Bruto. En la Audiencia de Aprobación Final, la Demandante y/o los Abogados de Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal durante esta audiencia:
 - i. Hasta \$125,000.00 (un tercio (1/3) del Acuerdo Bruto) para los Abogados de Clase para honorarios y hasta \$20,000.00 para sus gastos de litigio. Hasta la fecha, han trabajado e incurrido en gastos relacionados con la Demanda sin recibir remuneración alguna.

- ii. Hasta \$10,000.00 como Pago por Servicios de Representante de Clase por presentar la Demanda, trabajar con los Abogados de Clase y representar a la Clase. Este será el único pago que la Demandante recibirá aparte del Pago Individual de Clase y de cualquier pago de PAGA.
- iii. Hasta \$8,490.00 para el Administrador por los servicios de administración del Acuerdo.
- iv. Hasta \$10,000.00 para Sanciones de PAGA, asignados en un 75% al Pago de PAGA de la LWDA y en un 25% a Pagos Individuales de PAGA para los Empleados Agraviados según sus Periodos de Pago de PAGA.

Los Miembros de Clase Participante tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal tendrá en cuenta todas las objeciones.

- C. Acuerdo Neto distribuido entre los Miembros de Clase. Tras realizar las deducciones anteriores sobre las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") mediante pagos individuales a los Miembros de Clase Participante en función de sus Semanas Laborales durante el Periodo de Clase.
- D. Impuestos adeudados por los pagos a los Miembros de Clase. La Demandante y el Demandado solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios imposables ("Parte Salarial") y del 80% a, por ejemplo, intereses, etc. ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. (El Demandado pagará por separado los impuestos sobre la nómina que le correspondan a la parte correspondiente a esta). Los pagos individuales de PAGA se consideran sanciones y no salarios a efectos fiscales. El Administrador informará sobre los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Aunque la Demandante y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando consejo sobre si sus pagos son gravables o cuánto podría deber en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones e intereses por impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto, debe consultar con un asesor fiscal.

- E. Necesidad de cobrar los cheques de pago con prontitud. En el frente de cada cheque emitido para ambos pagos (de Clase y de PAGA) se mostrará la fecha de vencimiento (la fecha de anulación). Si no lo cobra antes de la fecha de vencimiento, su cheque se cancelará automáticamente y el dinero se transferirá a una organización benéfica llamada Legal Aid at Work.
- F. Solicitudes de Exclusión del Acuerdo Colectivo (Opt-Outs, en inglés). Se le considerará un Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que notifique por escrito al Administrador, a más tardar el [REDACTED], que desea optar por no participar. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta, que es [REDACTED]. Esta solicitud deberá ser una carta de un Miembro de Clase o de su representante, en la que consten el nombre, la dirección actual, el número de teléfono del Miembro y una simple declaración en la que se manifieste su deseo de ser excluido del Acuerdo. Los Miembros de Clase Excluidos (es decir, los Miembros de Clase No Participante) no recibirán Pagos Individuales de Clase, pero conservarán su derecho a presentar personalmente reclamaciones salariales y de horas contra el Demandado.

No puede optar por no participar en la parte del Acuerdo relativa a la PAGA. Los Miembros de Clase que se excluyan de la parte colectiva del Acuerdo (Miembros de Clase No Participantes) seguirán teniendo derecho a los Pagos Individuales de PAGA y deberán renunciar a su derecho a presentar reclamaciones de PAGA contra el Demandado con base en los hechos del Periodo de PAGA alegados en la Demanda.

- G. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega su aprobación Final. Es posible que el Tribunal se niegue a otorgar la aprobación Final del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. La Demandante y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ninguna cantidad de dinero y los Miembros de Clase no presentarán ninguna reclamación contra el Demandado.
- H. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action Administration (el "Administrador"), para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de Clase. El Administrador también decidirá sobre las Impugnaciones de los Miembros de Clase de las Semanas Laborales, enviará por correo y reenviará los cheques y los formularios de impuestos y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.
- I. Exoneración por parte de los Miembros de Clase Participante. Una vez que la Sentencia sea firme y el Demandado haya financiado íntegramente el Acuerdo Bruto (y haya pagado por separado todos los impuestos sobre la nómina del empleador), los Miembros de Clase Participante no podrán legalmente presentar ninguna de las reclamaciones exoneradas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por no participar excluyéndose válidamente del Acuerdo Colectivo, no podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Periodo de Clase y sanciones de PAGA basadas en los hechos del Periodo de PAGA, como se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros de Clase Participante estarán sujetos a la siguiente exoneración:

Todos los Miembros de Clase Participante, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto pasados como presentes, liberan a las Partes Exoneradas de todas las reclamaciones que se alegaron o que razonablemente podrían haberse alegado, con base en los hechos expuestos en la Demanda Operativa, surgidas durante el Periodo de Clase. Salvo lo estipulado en la Exoneración de PAGA de los Empleados Agraviados, que se incluye en el Acuerdo de Conciliación y, a continuación, los Miembros de Clase Participante no presentan ninguna otra

reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Período de Clase.

- J. Exoneración de PAGA por parte de los Empleados Agraviados. Una vez que la Sentencia del Tribunal sea firme y el Demandado haya pagado el Acuerdo Bruto (y haya pagado por separado los impuestos sobre la nómina correspondientes al empleador), todos los Empleados Agraviados no podrán presentar reclamaciones de PAGA contra el Demandado, independientemente de si se excluyen o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros de Clase Participante y aquellos que optan por no participar en el Acuerdo Colectivo, no pueden demandar, continuar demandando ni participar en ninguna otra reclamación de PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Las exoneraciones de los Empleados Agraviados, tanto para los Miembros Participantes como para los No Participantes de Clase, son las siguientes:

Se considera que todos los Empleados Agraviados exoneran, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, a las Partes Exoneradas de todas las reclamaciones por sanciones de PAGA que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos expuestos en la Demanda Operativa y el Aviso de PAGA, que surgieron durante el Período de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

- A. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participante, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante.
- B. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$2,500.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago de PAGA trabajados por cada Empleado Agraviado.
- C. Impugnaciones relacionadas con la Semana laboral/ Período de pago. El número de Semanas Laborales que usted trabajó durante el Período de Clase y de Períodos de Pago de PAGA que trabajó durante el Período de PAGA, según consta en los registros del Demandado, se indica en la primera página de este Aviso. Tiene hasta el [REDACTED] para impugnar el número que se le ha acreditado. Puede presentar su impugnación mediante la firma y el envío de una carta al Administrador por correo postal, correo electrónico o fax. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como respaldo, debe enviar copias de sus talones de pago u otros documentos que acrediten su impugnación. El Administrador aceptará como exacto el cálculo de Semanas Laborales y/o Períodos de Pago del Demandado, basado en sus registros, a menos que usted envíe copias de dichos registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones relacionadas con la Semana laboral y/o el Período de pago, basándose en su presentación y en la información proporcionada por los Abogados de Clase (quienes abogarán en nombre de los Miembros de Clase Participante) y por el abogado del Demandado. La decisión del Administrador es definitiva. No se puede apelar ni impugnar de ninguna otra forma su decisión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

- A. Miembros de Clase Participante. El Administrador enviará, por correo postal, un cheque a cada Miembro de Clase Participante (es decir, a cada Miembro de Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Agraviados. El cheque combinará el Pago Individual de Clase y el de PAGA.
- B. Miembros de Clase No Participante. El Administrador enviará, por correo postal, un cheque de Pago Individual de PAGA a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro de Clase No Participante). **Su cheque se enviará a la misma dirección que figura en este Aviso. Si cambia de domicilio, asegúrese de notificarlo al Administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.**

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una simple declaración de que no desea participar en el Acuerdo. El Administrador lo excluirá en función de cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar el título de la Demanda como *Sassman v. Gateway* e incluir su información de identificación (nombre completo, dirección, número de teléfono y fechas aproximadas de empleo para fines de verificación). **El Administrador debe recibir su solicitud para ser excluido a más tardar el [REDACTED]; o será inválida.** La sección 9 del Aviso contiene la información de contacto del Administrador.

DERECHO DEL DEMANDADO A RETIRARSE. Si: (1) el número de Solicitudes de Exclusión válidas identificadas en la Lista de Exclusión supera el 10% del total de todos los Miembros de Clase; o (2) un número de Miembros de Clase del Acuerdo cuyas semanas laborales representan el 10% o más del total de Semanas Laborales realizadas por la Clase deciden por no participar en el Acuerdo, entonces el Demandado puede, pero no está obligado a, rescindir el Acuerdo. Las Partes acuerdan que, si el Demandado se retira, el Acuerdo será nulo desde el principio, no tendrá fuerza ni efecto alguno, y ninguna de las Partes tendrá obligación alguna de cumplir con este Acuerdo; sin embargo, el Demandado seguirá siendo responsable del pago de todos los Gastos de Administración del Acuerdo incurridos hasta ese momento. El Demandado deberá notificar a los Abogados de Clase y al Tribunal su decisión de retirarse, a más tardar, catorce días después de que el Administrador envíe la Lista de Exclusión final al abogado Defensor; las decisiones tardías no tendrán efecto.

7. ¿CÓMO OBJETAR AL ACUERDO?

Únicamente los Miembros de Clase Participante tienen derecho a objetar al Acuerdo. Antes de decidir si presenta una objeción, es posible que desee ver qué solicitan la Demandante y el Demandado al Tribunal para su aprobación. Al menos 16 días hábiles antes de la Audiencia de Aprobación Final [redacted], los Abogados de Clase y/o la Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Pago de Servicios que indique (i) la cantidad que los Abogados de Clase solicitan como el Pago de Servicios de Representante de Clase; (ii) la cantidad que los Abogados de Clase solicitan como Pago de Honorarios; y (iii) la cantidad que solicitan para el Pago de Gastos de Litigio. Si lo solicita razonablemente, los Abogados de Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo. También puede verlos en el sitio web del Administrador [redacted] (url) [redacted] o en el del Tribunal.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la de Honorarios, Gastos de Litigio y Pago de Servicios puede objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de Clase o el Demandante son demasiado altas o bajas. **La fecha límite para enviar objeciones por escrito al Administrador es, a más tardar, el [redacted].** Asegúrese de indicarle al Administrador a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción. Asegúrese de identificar el título de la Demanda *Sassman v. Gateway* e incluir su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el Demandado, y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un abogado para que la presente a su propio costo) y asistir a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué se opone y cuáles son los hechos que respaldan su objeción. Consulte la Sección 8 de este Aviso (inmediatamente más abajo) para obtener detalles específicos sobre esta audiencia.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no tiene que, asistir a la Audiencia de Aprobación Final el [redacted] a las [redacted] (hora) en el Departamento 14 del Tribunal Superior del Condado de Monterey, ubicado en 1200 Aguajito Road Monterey, CA 93940. En la audiencia, el juez decidirá si otorga la Aprobación Final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de Clase, a la Demandante y al Administrador. El Tribunal solicitará comentarios de los objetores, de los Abogados de Clase y de los abogados Defensores antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) tanto en persona como virtualmente. Consulte el sitio web del Tribunal para obtener la información más actualizada. El Tribunal puede reprogramar esta audiencia. Debe consultar el sitio web del Administrador [redacted] con anticipación o comunicarse con los Abogados de Clase para verificar los detalles de esta audiencia.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que el Demandado y la Demandante se han comprometido a hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro escrito es visitar el sitio web del Administrador en [redacted] (url) [redacted]. También puede llamar o enviar un correo electrónico a los Abogados de Clase o al Administrador utilizando la información de contacto que figura a continuación, o, si no, consultar el sitio web del Tribunal Superior e ingresar el número de caso de la Demanda: 24CV004718.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de Clase: Nombre de los Abogados: Kashif Haque, Samuel Wong, Jessica L. Campbell y Carolyn M. Bell Correo electrónico: cbell@aegislawfirm.com Nombre de la Firma: Aegis Law Firm, PC Dirección: 9811 Irvine Center Drive, Suite 100, Irvine, CA 92618 Teléfono: (949) 379-6250	Administrador del Acuerdo: Nombre de la empresa: Apex Class Action, LLC Correo electrónico: support@apexclassaction.com Dirección: Mailing Address: PO Box 54668 Irvine, CA 92619 Teléfono: 1-800-355-0700 Fax: (949) 989-4428
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10. ¿Y SI PIERDO MI CHEQUE DE COMPENSACIÓN?

Si pierde o extravía su cheque antes de cobrarlo, el Administrador lo reemplazará, siempre y cuando lo solicite antes de la fecha de vencimiento indicada en el cheque original.

11. ¿Y SI MI DIRECCIÓN CAMBIA?

Para recibir su cheque, debe notificar inmediatamente al Administrador cualquier cambio en su dirección.

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On May 20, 2026, I served the foregoing document entitled:

- 6 • **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
7 **CLASS ACTION AND PAGA SETTLEMENT AS REVISED AND**
8 **ATTACHED HERETO AS EXHIBIT 1**

9 **a true copy thereof on the party(ies) addressed below as follows:**

10 Christine Starkie
11 Anni Zhang
12 Sheedeh Lytz
13 **KAUFMAN DOLOWICH LLP**
14 425 California Street, Suite 2100
15 San Francisco, California 94104
16 Telephone: (415) 926-7600
17 Facsimile: (415) 926-7601
18 cstarkie@kaufmandolowich.com
19 anni.zhang@kaufmandolowich.com
20 sheedeh.lytz@kaufmandolowich.com

21 *Attorneys for Defendants:*

22 GATEWAY CENTER OF MONTEREY COUNTY, INC.

23 **(BY MAIL)** I am readily familiar with the firm’s practice of collection and processing
24 correspondence for mailing. Under that practice it would be deposited with the U.S.
25 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
26 in the ordinary course of business. I am aware that on motion of the party served, service
27 is presumed invalid if postage cancellation date or postage meter date is more than one
28 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

(BY OVERNIGHT MAIL) I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

(BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 20, 2026, at Irvine, California.

Laila Shams
Laila Shams